

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

FARM BUREAU MUTUAL INSURANCE,)
COMPANY OF MICHIGAN, a Michigan)
Corporation, a/s/o New Flevo Dairy, Inc.)
)
Plaintiff,)
)
v.) Case No. _____
)
CNH INDUSTRIAL AMERICA, LLC D/B/A) Removed from 39th Circuit Court of
NEW HOLLAND AGRICULTURE, a Wisconsin) Lenawee County, Michigan
Corporation,)
)
Defendant.) Lenawee County Case No. 17-5927-CK
_____)

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §1332, 1441 and 1446, Defendant CNH Industrial America LLC (“CNH”), by counsel, hereby removes to this Court the above-captioned action, which was pending against it in the Circuit Court for the County of Lenawee, State of Michigan. Removal is based on the following grounds:

1. On or about November 6, 2017, Plaintiff Farm Bureau Mutual Insurance Company of Michigan, as subrogee of New Flevo Dairy, Inc., commenced this civil action against CNH Industrial America LLC, in the Circuit Court for the County of Lenawee, State of Michigan, docketed as Cause Number 17-5927-CK (the “Lawsuit”).

2. On or about November 17, 2017, CNH was served by mail with a copy of the Amended Summons and Complaint in the Lawsuit. A true and accurate copy of the Amended Summons and Complaint are attached hereto within Exhibit A.

3. This Notice of Removal is being filed by CNH within thirty (30) days after service of a copy of the Amended Summons and Complaint and, therefore, is timely filed

pursuant to 28 U.S.C. §144(b) and *Murphy Bros. Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344 (1999).

4. The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship among Plaintiff and CNH.

5. Plaintiff seeks to recover \$205,000.00. (*See* Complaint, Exhibit A, ¶18.) Thus, the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Plaintiff, Farm Bureau Mutual Insurance Company of Michigan (Farm Bureau), is a Michigan Corporation, with its principal place of business located at 7373 Saginaw Highway, Lansing, Michigan 48909. (*See* Complaint, Exhibit A, ¶2.) Plaintiff's insured, New Flevo Dairy, Inc., is a Michigan Corporation, with its principal place of business located at 9717 Forrister Road, Adrian, Michigan 49221.

7. Defendant CNH is a Delaware limited liability company with its principal place of business in Wisconsin.

8. This Lawsuit is, therefore, a civil action over which this Court has original jurisdiction under 28 U.S.C. §§ 1441 and 1446. Further, removal to this judicial district and division is proper under 28 U.S.C. §1441(a), as this district and division embrace Lenawee County, where the Lawsuit is pending.

9. This Notice is accompanied by copies of all process, pleadings, and orders served upon CNH in this action, as attached under Exhibit A hereto.

10. Promptly after it is filed with this Court, CNH will serve this notice upon Plaintiff and file a copy of this Notice with the clerk of the Circuit Court for the County of Lenawee.

WHEREFORE, Defendant CNH America LLC respectfully removes this Lawsuit to this Court.

Respectfully submitted,

CLARK HILL, PLC

Date: December 15, 2017

/s/ David W. Centner

David W. Centner (P43071)

200 Ottawa Avenue NW, Suite 500

Grand Rapids, Michigan 49503

(616)608-1100

dcentner@clarkhill.com

Attorney for Defendant, CNH Industrial America, LLC

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2017, a copy of the foregoing document was filed electronically. Service of this filing will be made on all ECF-registered counsel by operation of the Court's electronic filing system. Parties may access this filing through the Court's system. A copy of the foregoing document was also emailed to counsel for Plaintiff as follows:

Jon V. Coretti
CORETTI LAW FIRM
3333 Evergreen Drive NE, Suite 200
Grand Rapids, MI 49525
(616)292-0001
jcoretti@corettilaw.com
Attorney for Plaintiff

/s/ David W. Centner

David W. Centner

200 Ottawa Avenue NW, Suite 500

Grand Rapids, Michigan 49503

(616)608-1100

dcentner@clarkhill.com

EXHIBIT A

Approved, SCAO

Original - Court
1st copy - Defendant2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 39TH JUDICIAL CIRCUIT COUNTY PROBATE	Second/Amended SUMMONS AND COMPLAINT	CASE NO. 17-5927-CK
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Court address

425 N Main Street, Adrian, MI 49221

Court telephone no.

(517) 264-4597

Plaintiff's name(s), address(es), and telephone no(s). FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN, a/s/o New Flevo Dairy, Inc.
Plaintiff's attorney, bar no., address, and telephone no. Jon V. Coretti (P-47156) CORETTI LAW FIRM 3333 Evergreen Dr, NE, Suite 200 Grand Rapids, MI 49525 (616) 292-0001

v

Defendant's name(s), address(es), and telephone no(s). CNH INDUSTRIAL AMERICA, LLC d/b/a New Holland Agriculture 700 State Street Racine, WI 53404 c/o The Corporation Company Resident Agent 40600 Ann Arbor Road E STE 201 Plymouth, MI 48170

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued NOV - 6 2017	This summons expires FEB - 5 2018	Court clerk <i>Roxann Holloway</i>
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*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***Family Division Cases**

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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VENUE

Plaintiff(s) residence (include city, township, or village) Lansing, Michigan	Defendant(s) residence (include city, township, or village) Racine, Wisconsin
Place where action arose or business conducted Clayton, Michigan	

Date 11/2/17Signature of attorney/plaintiff *J. V. Coretti*

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

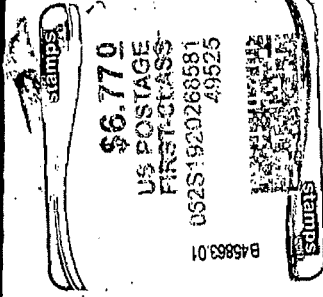
CORETTI LAW FIRM

3333 Evergreen, S.E., Suite 200
Grand Rapids, MI 49525



7015 1520 0000 2112 3341

The Corporation Company
40600 Ann Arbor Road E STE 201
Plymouth, MI 48170



STATE OF MICHIGAN
IN THE 39TH CIRCUIT COURT FOR LENAWEЕ COUNTY

FARM BUREAU MUTUAL INSURANCE
COMPANY OF MICHIGAN, a Michigan
Corporation, a/s/o New Flevo Dairy, Inc.

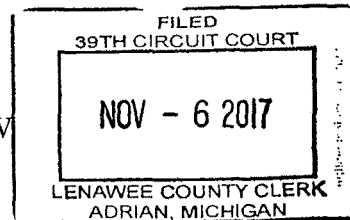
HON: MARGARET M.S. NOE

CASE NO.: 17-5927-CK

Plaintiff,

v

CNH INDUSTRIAL AMERICA, LLC D/B/A NEW
HOLLAND AGRICULTURE, a Wisconsin
Corporation,



Defendant.

Jon V. Coretti (P-47156)
CORETTI LAW FIRM, PLLC
Attorney for Plaintiff
3333 Evergreen Dr, NE, Suite 200
Grand Rapids, MI 49525
(616) 292-0001
(616) 942-6645 (Facsimile)

FIRST AMENDED COMPLAINT

NOW COMES Plaintiff, Farm Bureau Mutual Insurance Company of Michigan a/s/o New Flevo, by and through its attorney, Coretti Law Firm, PLLC, and for its First Amended Complaint against Defendant, states:

JURISDICTIONAL ALLEGATIONS

1. This matter arises out of a fire loss that occurred in Clayton, Lenawee County, Michigan, on September 30, 2015.
2. Plaintiff, Farm Bureau Mutual Insurance Company of Michigan (Farm Bureau), is a Michigan Corporation, with its principal place of business located at 7373 Saginaw Highway, Lansing, Michigan 48909.
3. At all times herein relevant, Defendant has conducted business throughout the

State of Michigan, including Lenawee County, with its principal place of business located at 700 State Street, Racine, Wisconsin 53404.

4. The amount in controversy is greater than Twenty-Five Thousand Dollars (\$25,000.00), exclusive of interest, costs, and attorney fees.

5. Prior to September 30, 2015, Farm Bureau issued a commercial farm insurance policy to New Flevo Dairy, Inc. (hereinafter "New Flevo"), Policy No.7286436-16-02 (Insurance Policy), which included a provision for coverage in the event of fire damage to farm machinery owned by New Flevo, located at 9650 Plank Road, Clayton, Michigan 49235; due to its length, the Insurance Policy is not attached, but will be provided to Defendant upon proper request.

GENERAL ALLEGATIONS

6. On or about December 31, 2013, New Flevo purchased a new 2014 New Holland tractor, Model T8.390 (Serial Number ZCRC04109), and accessories from a Defendant's dealer, Burnips Equipment Company, located at 15838 W. Carleton Road, Hudson, Michigan 49247 (hereinafter "T8 Tractor").

7. The T8 purchase price included a manufacturer's 2-year base warranty and New Flevo paid an additional \$4,970.00 for extended 48 months/3000 hours warranty, with a warranty start date of January 13, 2015 (Exhibit A).

8. Defendant is a merchant with respect to said T8 Tractor, under MCL 440.2104, and said T8 Tractor was designed, manufactured and sold by Defendant.

9. On or about September 30, 2015, a defect in said T8 Tractor caused a fire, which completely destroyed said T8 Tractor.

10. The fire originated around and about the Tier 4 SCR Exhaust System, when accumulated crop debris ignited at the base.

11. The diesel fuel tank is wrapped around and mounted below the Exhaust Catalytic Converter.

12. The opening at the top of the fuel tank and the Tier 4 SCR Exhaust System is not guarded or protected to prevent crop debris from entering or from being collected over time.

13. The crop debris that accumulates around and about the Tier 4 SCR Exhaust System is not easily accessible for removal or cleaning.

14. There is an area at the base of the 90 degree angle exhaust pipe, which is welded to the catalytic converter, that can expose the accumulated crop debris to elevated temperatures capable of igniting the crop debris.

15. The operator's manual for the T8 does not require or suggest removal of the cover for the Tier 4 SCR Exhaust System to clean and remove crop debris.

16. The cover for the Tier 4 SCR Exhaust System was not designed to allow removal to clean and remove crop debris.

17. That at the time of the fire, said T8 was under warranty.

18. New Flevo subsequently submitted an insurance claim for \$205,000.00, with Farm Bureau for coverage related to the fire damage to the T8 Tractor.

19. Pursuant to the terms of New Flevo's Insurance Policy, Farm Bureau was required to, and did pay for damage to the T8 Tractor in the amount of \$202,500.00, with its insured incurring a \$2,500.00 policy deductible.

20. Farm Bureau, by reason of its payment of the loss, and a provision in the Insurance Policy governing payment of loss, thereby became subrogated to the rights of New Flevo against Defendant in the amount of its payment on the loss.

COUNT I

(Michigan Uniform Commercial Code - Breach of Express Warranty)

21. Plaintiff realleges paragraphs 1 - 20 as if fully set forth herein.

22. Defendant, to induce the sale, made express warranties and representations to Plaintiff, both orally and in writing and through advertising and conduct (Exhibit A).

23. Defendant's T8 Tractor contained a defect in design, material and/or workmanship.

24. New Flevo did not alter, in any way, the T8 Tractor, specifically the Tier 4 SCR Exhaust System, and the T8 Tractor was in substantially the same condition as it was when it left Defendant's possession.

25. Pursuant to the Uniform Commercial Code as adopted by the State of Michigan, and in particular MCL §440.2314, Defendant warranted to New Flevo that the T8 Tractor designed, manufactured and placed into the stream of commerce by Defendant was of merchantable quality and fit for the ordinary purpose for which the T8 Tractor is used.

26. Defendant breached the warranty of merchantability by failing to design, manufacture, produce, assemble and test the T8 Tractor so that it would not ignite and destroy itself by fire.

27. At the time of manufacture, it was technologically feasible and a common industry practice to design and manufacture tractors, such as the T8, which were free of defects and did not have a propensity to cause fire.

28. That as a direct and proximate result of the aforementioned breach of warranty of merchantability, on September 30, 2015, the T8 Tractor burst into flames and was destroyed by fire.

29. That the breach of warranty was the proximate cause of the damages suffered by New Flevo, for which Farm Bureau paid New Flevo.

30. Farm Bureau and New Flevo sustained substantial damages as a result of breach of warranty of merchantability, including, but not limited to, destruction of the T8 Tractor.

31. That as a consequence of the breach of warranty, Farm Bureau, under the terms of its Insurance Policy, then in full force and effect, was obligated and did make payment of \$202,500.00 to New Flevo.

32. That New Flevo incurred a \$2,500.00 policy deductible, as a result of the loss.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$205,000.00, plus any and all interest, costs and attorney fees allowed by law.

COUNT II

(Michigan Uniform Commercial Code - Breach of Implied Warranty)

33. Plaintiff realleges paragraphs 1 - 32 as if fully set forth herein.

34. The T8 Tractor at issue was subject to implied warranties of merchantability under MCL 440.2314 including, but not limited to, the following:

- a. The T8 Tractor was fit for the ordinary purposes of safe and reliable use;
- b. The T8 Tractor was of good, sound, and merchantable quality;
- c. The T8 Tractor was free from defective parts and workmanship;
- d. The T8 Tractor was engineered and designed to function without requiring unreasonable maintenance and repairs; and
- e. Any defects or nonconformities would be cured within a reasonable time.

35. Defendant's T8 Tractor contained manufacturing defects including, but not limited to, a defective exhaust system, which caused the fire at issue.

36. The exhaust system in the T8 Tractor is an integral part to the product and not generally required to be repaired, replaced or maintained.

37. The T8 Tractor was in substantially the same condition, at the time of the loss, as it was when it left Defendant's possession and the only service and maintenance work performed on the T8 Tractor was warranty work performed by Defendant's dealer.

38. That by placing said T8 Tractor into the stream of commerce, Defendant impliedly warranted that it was reasonably safe for all foreseeable uses.

39. The T8 Tractor manufactured by Defendant was not reasonably fit for its intended, anticipated, or reasonably foreseeable uses.

40. Defendant breached the implied warranty by failing to design, manufacture,

produce, assemble and test the T8 Tractor so that it would not burst into flames and destroy itself by fire.

41. To the degree, if at all, that Defendant sought to exclude or modify the implied warranties, such effort was ineffective and/or caused the implied warranties to fail of their essential purpose.

42. To the degree, if at all, that Defendant sought to disclaim consequential damages, such alleged disclaimer was unconscionable in connection with this good.

43. That as a direct and proximate result of the aforementioned breach of implied warranty, on September 30, 2015, the T8 Tractor burst into flames and was destroyed by fire.

44. That the breach of implied warranty was the proximate cause of the damages suffered by New Flevo, for which Farm Bureau paid New Flevo.

45. Farm Bureau and New Flevo sustained substantial damages as a result of breach of implied warranty, including, but not limited to, the T8 Tractor.

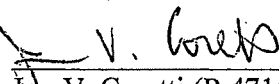
46. That as a consequence of the breach of implied warranty, Farm Bureau, under the terms of its Insurance Policy, then in full force and effect, was obligated and did make payment of \$202,500.00 to New Flevo.

47. That New Flevo incurred a \$2,500.00 policy deductible, as a result of the loss.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$205,000.00, plus any and all interest, costs and attorney fees allowed by law.

CORETTI LAW FIRM, PLLC
Attorney for Plaintiff

Dated: 11/2/17


Jen V. Coretti (P-47156)

BUSINESS ADDRESS:
Coretti Law Firm, PLLC
3333 Evergreen Dr., NE, Suite 200
Grand Rapids, MI 49525(616) 292-0001

A

Plan Details

Plan Type: New Agricultural

Salesperson: Owen Calderwood

Coverage Details

Plan Option: PTPLUS
 Protection Period: Not to exceed 48 months or 3000 total hours, including the MFR Base Warranty Period.
 Plan Effective Date: 1/13/2014
 Plan Expiration Date: 1/13/2018 or 3000 total machine hours, whichever occurs first.
 Base Warranty End Date: 1/13/2016 or 2000 total machine hours, whichever occurs first
 Deductible: \$500.00
 Registration Type: Agricultural / Agriculture
 Equipment Usage: Agriculture
 Quote Category: New
 Dealer Cost (USD): \$4,970.00
 Customer Cost (USD): \$4,970.00

Equipment Info

* Dealer Code: 0N2825A
 * Equipment Type: T8 TRACTOR
 * Model: T8.390
 Pre-Sell Unit?: ☐
 * MFR Base Warranty Period: 24 Months
 * MFR Base Warranty Start Date: 1/13/2014 (Required if not Pre-sell unit)
 * MFR Base Warranty End Date: 1/13/2016
 * Model Year: 2012
 * Current Machine Hours: 0
 * Protection Period: 48 / 3000 (Total Incl. MFR Base Warranty Period)
 * Equipment Retail Value: 227500
 Customer Name: New Flevo Dairy

Customer Info

Customer same as Dealer?: ☐
 * Customer Name: New Flevo Dairy
 * Address 1: 9650 Plank Rd.
 Address 2:
 * Zip Code: 49235
 * City: Clayton
 * State: Michigan
 Email:

Equipment Info

Equipment: 2012 New Holland T8 TRACTOR T8.390
 Equipment Retail Value: \$227,500.00
 Current Machine Hours: 0
 * Serial #: ZCRC04109
 Auto Guidance 1 Serial #:
 Auto Guidance 2 Serial #:
 Auto Guidance 3 Serial #:
 * MFR Base Warranty Start Date: 1/13/2014
 * MFR Base Warranty End Date: 1/13/2016
 * MFR Base Warranty Period: 24 Months

PURCHASED PROTECTION PLAN MASTER PARTS SCHEDULE

This Plan excludes protection for any component that is not listed on the "Master Parts Schedule", including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New Equipment Purchased Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

TRACTOR

New Equipment Plans

POWERTRAIN PLUS PLAN OPTION COVERED COMPONENTS

ENGINE		TRANSMISSION	DRIVELINE	HYDROSTATIC
<input type="checkbox"/> Engine Block <input type="checkbox"/> Cylinder Liners <input type="checkbox"/> Front & Rear Engine Covers <input type="checkbox"/> Crankshaft <input type="checkbox"/> Crankshaft Bearings <input type="checkbox"/> Crankshaft Gear <input type="checkbox"/> Front & Rear Crankshaft Seals <input type="checkbox"/> Flywheel, Ring Gear <input type="checkbox"/> Cylinder Heads <input type="checkbox"/> Rocker Arm Assembly <input type="checkbox"/> Valve Cover <input type="checkbox"/> Camshaft <input type="checkbox"/> Camshaft Drive Gear	<input type="checkbox"/> Timing Gears <input type="checkbox"/> Accessory Gears <input type="checkbox"/> Pistons & Rings <input type="checkbox"/> Connecting Rods & Bearings <input type="checkbox"/> Water Pump <input type="checkbox"/> Fuel Injection Pump <input type="checkbox"/> Fuel Injectors <input type="checkbox"/> Turbocharger <input type="checkbox"/> Oil Pump <input type="checkbox"/> Oil Pan & Gaskets ... and all internally lubricated parts within the above systems Components Covered after Emission Warranty... <input type="checkbox"/> Charge Air Cooler <input type="checkbox"/> Electronic Engine Control Module <input type="checkbox"/> EGR System Manifold <input type="checkbox"/> Injection Pump <input type="checkbox"/> Intake and Exhaust Manifold and Gaskets <input type="checkbox"/> Turbocharger and Gasket	<input type="checkbox"/> Transmission Case <input type="checkbox"/> Differential Housing <input type="checkbox"/> Wet Brakes/ Wet Clutches <input type="checkbox"/> Clutch Housing <input type="checkbox"/> Independent PTO Clutch Housing <input type="checkbox"/> Input & Output Shafts & Shaft Seals (Internal Failure) <input type="checkbox"/> Transmission Control Valves (Excludes Solenoids) <input type="checkbox"/> Transmission Charge Pump <input type="checkbox"/> Axle Lubrication Pump <input type="checkbox"/> Outboard Planetary Final Drive <input type="checkbox"/> Transmission Gears, Bearings & Shafts <input type="checkbox"/> Torque Converter & Pump ... and all internally lubricated parts within the above systems Exclusions: Tractor Hydraulic Lift Cover and its components	<input type="checkbox"/> Pinion Housing <input type="checkbox"/> Ring Gear Housing <input type="checkbox"/> Final Drive Housing (Inboard & Outboard) <input type="checkbox"/> MFD Drive Clutch Housing <input type="checkbox"/> Axle Housing <input type="checkbox"/> Axle Shaft <input type="checkbox"/> Drive Shaft & Support Bearing <input type="checkbox"/> Universal Joints <input type="checkbox"/> CV Joints <input type="checkbox"/> Sealed Bearings Exclusions: External shaft seals, and undercarriage components	<input type="checkbox"/> Hydrostatic Motor <input type="checkbox"/> Hydrostatic Variable-Displacement Pump <input type="checkbox"/> Pump Drive Housing

ELECTRONIC	HYDRAULICS	
<input type="checkbox"/> Transmission Control Module	<input type="checkbox"/> Hydraulic Brake Valve (Manual or Power) <input type="checkbox"/> Hydraulic Oil Cooler <input type="checkbox"/> Hydraulic Hoses and Piping (Hydraulic Only) <input type="checkbox"/> Relief Valves/Unload Valves <input type="checkbox"/> Hydraulic Motors <input type="checkbox"/> Pilot Control	<input type="checkbox"/> External/ Internal Hydraulic Pumps <input type="checkbox"/> Hydraulic Pump <input type="checkbox"/> Steering Pump <input type="checkbox"/> Main Control Valves <input type="checkbox"/> Hydraulic Cylinders <input type="checkbox"/> Steering Hydraulic Components

POWERTRAIN PLUS EXCLUSIONS

Engine/Transmission Mounts, Filters, Belts, Pulleys, Loose/Broken Bolts, Lubricants, Antifreeze, Adjustments, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Dry Clutches, Batteries, Electrical Components Not Listed Above, Steel Pipes and Gauges, Engine Oil Lines/Hoses Including Fittings, Air and Water Lines/Hoses Including Fittings, External Hydraulic Seals, External O-Rings And Bonded Washers, Hydraulic Quick Couplers, Gas Struts, and Wear Items. Software Downloads and Updates.

REQUESTS FOR REIMBURSEMENT THAT INCLUDE STAND-ALONE LEAK FAILURES, MUST INCLUDE PRE-REPAIR PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

2014_Oct1_NEW TRACTOR_PTPLUS_mps_en

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____